

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Thomas Willi, Town Administrator 797-1035

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BECKER & POLIAKOFF, P.A. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

**REPORT IN BRIEF:** This resolution is necessary to approve a contract between the Town and Becker & Poliakoff, P.A. to provide lobbying services. The scope of services shall include all proposed or pending issues before the Florida Senate, Florida House of Representatives and Broward County governmental agencies.

**PREVIOUS ACTIONS:** The Town Council approved a resolution (R-2001-180) to create a list of qualified lobbyists to represent the Town on June 20, 2001.

**CONCURRENCES:** not applicable

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$4,000/month plus expenses not to exceed \$2,000

Account Name: Legislative Services/Miscellaneous Account

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, and Contract Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BECKER & POLIAKOFF, P.A. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

WHEREAS, it is in the best interest of the Town of Davie to obtain a lobbying consultant to represent the Town of Davie on all proposed or pending issues before the Florida Senate, Florida House of Representatives and Broward County governmental agencies;

WHEREAS, it is in the best interest of the Town of Davie to encourage responsive and responsible decision making with emphasis at the State level; and

WHEREAS, the attached agreement (attached hereto as Exhibit A) provides for consultant services; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the agreement between the Town of Davie and Becker & Poliakoff, attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

### LOBBYIST AGREEMENT

THIS AGREEMENT is made as of the 18<sup>th</sup> day of July 2001, by and between the TOWN OF DAVIE, a municipal corporation organized and existing under the laws of the State of Florida, ("TOWN") and BECKER & POLIAKOFF, P.A. ("PROVIDER").

#### WITNESSETH:

WHEREAS, the TOWN published a Request for Proposals for legislative and related lobbyist services, and

WHEREAS, the PROVIDER responded to the Request for Proposal, such response is hereby made a part hereof, and

WHEREAS, the Town Council has determined that the PROVIDER, in light of its response to the Request for Proposal can best provide the required services for the benefit of the TOWN,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RETAINER:** The TOWN hereby retains the PROVIDER, and the PROVIDER hereby accepts the retainer from the TOWN to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.

2. **REMUNERATION; REIMBURSEMENT:** In consideration of the services to be provided hereunder, the PROVIDER will be entitled to the following remuneration and reimbursements:

a. An annual retainer payable in twelve (12) equal installments on a monthly basis in the sum of four thousand (\$4,000.00) dollars per month upon presentation of an invoice.

b. Out of pocket expenses incurred not to exceed the sum of two thousand (\$2,000.00) dollars on an annual basis; expenses will be payable on a monthly basis upon presentation of an invoice with substantiation of the expenses, and the approval of the Town Administrator.

3. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of the PROVIDER's efforts.

4. **ATTORNEY'S FEES:** Should any dispute arise hereunder, TOWN shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by

TOWN in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

5. **WAIVER**: No waiver by TOWN of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. TOWN's consent to or approval of any act by PROVIDER requiring TOWN's consent or approval shall not be deemed to render unnecessary the obtaining of TOWN's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.

6. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

7. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed.

8. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

9. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward county, Florida.

10. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

11. **ENTIRE AGREEMENT: MODIFICATION**: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

12. **CAPTIONS AND PARAGRAPH HEADINGS**: Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

13. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.

14. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

15. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

16. **TERM:** Term of this Agreement shall be for a period of twelve (12) months, commencing with the execution date. This Agreement may be renewed for additional terms by the TOWN.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:

**TOWN OF DAVIE**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESSES:

**PROVIDER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
for Becker & Poliakoff, P.A.

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Town Attorney

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **PURPOSE:**

The Town of Davie is requesting proposals from qualified candidates/firms to perform the responsibilities of a lobbyist. Given the many legislative issues currently impacting the Town of Davie, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the State level. Additionally, the lobbyist is to serve as an information provider and consultant to the Town regarding legislative and administrative issues.

The lobbyist will be responsible to serve in a consulting and advisory capacity to the Town of Davie for all issues proposed or pending before the Florida Senate, Florida House of Representatives, and Broward County governmental agencies. This will include issues in regular session, special sessions, sub committee and committee as well as meetings of the Broward delegation and its committees or subcommittees.

#### **SCOPE OF SERVICES:**

##### **General Responsibilities**

Working in consultation with the Town Administrator and/or his or her designee, the following are areas of general responsibility for the lobbyist:

1. Contact and communicate with agencies and officers of state and local government as directed by the Town Administrator.
2. Establish and maintain liaisons with state and local agencies, officers and elected officials.
3. Obtain and provide information and data relating to matters concerning the interests of the Town.
4. Monitor state and county legislation and rule-making processes by state agencies (whether pending, introduced or initiated during the term of this contract) which impact the operation, revenues, and/or required expenditures of the Town as discovered or as directed by the Town Administrator.
5. Act as an official representative of the Town with members of the state delegation, governmental agencies, and persons involved in governmental affairs affecting the Town when and as designated and authorized by the Town Administrator.

6. Arrange meetings with legislators for Town council and Town staff members when necessary and be prepared to participate as required.

7. Lobby on behalf of the Town sponsored legislation and on specific bills and issues as directed by the Town Administrator.

8. Submit reports to the Town Administrator, which reflect progress toward accomplishing the objectives outlined in the Legislative Work Program.

9. Appear before the Town Council to report on legislative activity.

10. Provide recommendations on legislative and administrative action.

11. Be available to the Town Council upon their request.

#### **Current Concerns**

The successful candidate will exercise particular diligence in the areas of concern as directed by the Town Administrator. Possible areas of concern include:

1. Water issues.

2. Redevelopment funding, policies, procedures, technical assistance and other opportunities.

3. Annexation of various unincorporated parcels and areas contiguous to the Town of Davie.

4. Infrastructure needs, drainage, transportation issues, social and human services funding.

5. Front Porch and other community development initiatives.

6. Funding for Town projects as needed and as directed by the Town Administrator.

#### **Levels of Activity**

The specific assignments involve five levels of lobbyist activity which are defined below:

Monitors: Tracks Legislative and Administrative activity regarding issues of interest to the Town.

- Informant: Obtains information on issues of interest to the Town as requested by the Town which is available to the lobbyist and reports this information to the Town Administrator and Town Council as outlined and as needed.
- Educator: Makes specific recommendations to the Town Administrator and Town Council regarding legislative and administrative Responses to State and county Legislative and Administrative activity.
- Supporter: Communicates with coalitions of cities, county and other special interest groups in order to enhance the probability of the Town accomplishing its objectives.
- Advocate; Creates and implements a strategy to accomplish the Town's Objectives.

### **Prohibitions**

Nothing herein contained or which will be contained in any undertaking upon the selection of the Proposer shall be deemed to be or shall constitute authority in the successful Proposer to bind the Town to any undertaking.

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